

The complaint

Mr C complains about the incorrect information he was given by Barclays regarding his business debit card and the way that members of staff dealt with him.

What happened

Barclays said that Mr C disputed a payment on his personal account in July 2019. His card was cancelled, and the payment refunded. Mr C needed to access cash and it accepts he was wrongly told he could reset the PIN for his business debit card at a cash machine or in branch and use this. He was paid £50 in compensation and £10 for his call costs. It said it was sorry that he'd felt pressurised into accepting this offer in branch and that feedback about this had been provided.

Our investigator didn't recommend that Barclays do anything further. He said that it had taken the correct action about the disputed payment. And that it was clearly frustrating for Mr C to be given the wrong information about his business card when he needed cash for a planned weekend away. He was inconvenienced by a wasted trip to a cash machine and was able to withdraw cash later in branch. Our investigator had seen a statement from the member of staff in branch. She disputed pressurising Mr C into accepting the offer or telling him that if he didn't then nothing would be paid. And he said she'd have known that Mr C would receive a final response about the complaint and could take things further as he had here.

Mr C had also raised the manner in which a member of the complaints team had later spoken to him and that he'd been accused of bribery. Barclays provided a recording of this call. Our investigator noted what had been said and the context. Mr C had been discussing compensation and referred to a business marketing proposal he had with Barclays and wanted this to be looked upon favourably. The member of staff had said that this could be misconstrued as a bribe but that this was probably too strong a word and that Mr C was almost asking for 'favours'. He didn't think the member of staff had said that Mr C had been trying to defraud the bank.

Mr C didn't agree and wanted his complaint to be reviewed by an ombudsman. He also asked for a copy of the recording, and which was provided to him.

Before I made a formal assessment on the case I asked our investigator to contact Barclays and see whether it was prepared to pay £100 compensation for the inappropriate language and provide an apology with a view to an informal resolution. It agreed to do so.

Mr C didn't accept this. He said that he didn't think that this was *"a satisfactory amount to compensate me for the repeated insult, obfuscation of issues and other breaches of fiduciary duty that I have suffered in my dealings with Barclays Bank over the past three years...From my perspective, given the relative contempt that Barclays has shown and continues to show me, a figure closer to the maximum compensation of £375,000 seems more reasonable."* He additionally said that he thought that the member of staff involved would be aware of the

offence caused to him and chose to use this language anyway. This supported his view about how Barclays had treated him in a prejudicial way.

Our investigator clarified with Mr C that we'd only be looking at complaint points that had been referred to Barclays and not what may have happened before and after the complaint in July 2019. The scope was what was dealt with in the final response of 26 July 2019. Mr C would need to raise any further points with Barclays first and we'd not be looking at those as part of this complaint.

My provisional decision

I issued a provisional decision about this complaint on 27 February 2023. I set out below what I said.

I noted that Mr C first contacted this service in August 2019, and we'd then asked him to provide a copy of the final response letter. He got in touch with us again in August 2022 and we then contacted Barclays for its business file and started investigating things. I sensed that Mr C is aggrieved by what's happened with Barclays in the meantime, but as our investigator's said I won't be able to look at that here.

I was considering what happened after Mr C reported a disputed payment. And how he was dealt with by Barclays staff. I needed to set out that we provide informal dispute resolution and said I was going to be considering what Mr C and Barclays have said and provided. Because his view on the complaint is markedly different to the current offer from Barclays I was issuing a provisional decision to ensure that he has a fair opportunity to comment on my assessment and my reasons.

The facts of what happened about the disputed payment and the incorrect information given to Mr C about his business debit card seem to be agreed. But I appreciated he felt pressurised into accepting an offer of compensation. That was disputed by the branch manager. I couldn't know exactly what was said to him then, but I thought it likely he was told that this was a realistic offer. And I noted that on 5 July 2019 a first final response about this complaint was issued. That stated that Mr C could ask that the complaint be reviewed again, or he could refer this to our service. He asked that the complaint be re-opened, and this led to the call on 26 July 2019.

I said I wouldn't be going into detail about the call as Mr C has now had a copy of the recording. Mr C had accepted in his complaint summary that he then raised a business project he'd been trying to pursue with Barclays and which he said would benefit the community. The member of staff responded that what he was saying could be misconstrued as almost a form of bribery and that this was a fine line. She went on to say that this was too strong a word but that he was asking for 'favours'. The discussion went on to focus on the monetary compensation offered but no resolution was reached. And the member of staff endorsed the offer made and paid in branch and issued a final response letter dated 26 July 2019.

I took the view that the specific language used during the call I'd referred to above was inappropriate and clumsy. I could see why Mr C would take offence at any suggestion he was involved in bribery. And might not have then registered the way that was put across and then stepped back from by the member of staff. Mr C could instead have been told that the limit of consideration for the complaint resolution would be monetary compensation and not any business proposal.

Having said that I needed to consider what a proportionate response is. I didn't think what was said affected the amount of compensation for the original error because I thought that

was fair. And so, I considered that although I needed to mark what happened I wasn't persuaded that this caused any further detriment to Mr C. I also needed to say that this service doesn't make punitive awards. I appreciated that part of Mr C's claim for compensation relates to subsequent events. But I didn't see that more than £100 for this specific incident together with an apology would be fair and reasonable.

I took the view that the compensation already paid for the earlier mistake and the related calls Mr C made about that was reasonable.

I said I could appreciate Mr C will be disappointed by what I've said. If he doesn't agree he remains free to pursue this in court subject to any relevant timescales. And I could see he's referred in his comments to having contacted a legal expert already.

What I've decided – and why

I've considered all the available evidence and arguments to decide what's fair and reasonable in the circumstances of this complaint.

Barclays said it had nothing further to add and accepted the provisional decision as fair.

Mr C made detailed comments which I've considered carefully. He made reference to a number of other incidents and organisations which set the context for what happened here. For reasons of both relevance and data protection I won't be mentioning those, and the third parties involved.

I note that he does wish all those involved with this complaint good health. He said he did believe he'd provided this service with a copy of the final response letter in 2019. And he said he is seeking to have everything examined by legal professionals. He set out the nature of his trading activities and which he thought has led to his poor treatment at the hands of a number of organisations and individuals. He sees Barclays as a part of this. He stated:

"In 2019 a manager at Barclay's accused me of trying to "bribe" that venerable financial institution. Fortunately the Financial Ombudsman, to whom I reported that deeply offensive allegation, sees it from my perspective and is assisting me in seeking a just resolution, including financial compensation."

He went on to say he is focussing on Barclays because he sees an infringement of his intellectual property rights and human rights and as this is the *"easiest provable example"* and shows the abuse of his trust. He said he relies on evidence including electronic and other correspondence and here the recording of the call with Barclays.

I appreciate that as Mr C envisages consulting legal professionals my suggested resolution isn't acceptable for him. He hasn't indicated what else he may want me to do in terms of compensation as part of his response. I have though considered all the circumstances again and taken account of his comments. As I've explained I'm looking at the discrete elements of this complaint and how it was dealt with. Having done so I remain of the opinion that the further compensation of £100 and apology is a fair, reasonable and proportionate resolution for what happened for the reasons I've already given.

My final decision

My decision is that I uphold this complaint and require Barclays Bank UK PLC to pay Mr C a further £100 and issue an apology to him for the language used during the call on 26 July

2019 and as it has now offered to do.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr C to accept or reject my decision before 27 April 2023.

Michael Crewe
Ombudsman